

AGREEMENT

Between

CITY OF JERSEY CITY,

HUDSON COUNTY, NEW JERSEY

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS

UNION LOCAL 68-68A

January 1, 1976 through December 31, 1977

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PREAMBLE

THIS AGREEMENT made this day of , 1976 by and between the City of Jersey City, hereinafter referred to as the "Employer", and International Union of Operating Engineers, Union Local 68-68A, AFL-CIO, hereinafter referred to as the "Union", has been created for the purpose of harmony and mutual understanding between the Employer and the employees represented by the Union in order that the operations of the City of Jersey City shall proceed in an efficient and uninterrupted manner at all times.

INTRODUCTORY STATEMENT

It is the intention of both the Employer and the Union that this Agreement effectuate the policies of Chapter 303, of the Laws of 1968, N. J. S. A. 34:13A-1 et seq. (hereinafter Chapter 303) and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

WITNESSETH:

WHEREAS, the Union has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by N. J. S. A. 34:13A-5. 3;

WHEREAS, the Employer and Union have conducted negotiations in good faith with respect to grievances, and terms and conditions of employment;

IT IS AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

A. The Employer recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all employees within the classifications as follows:

Chief Stationary Engineer

Assistant Chief Stationary Engineer

Stationary Engineer

Stationary Fireman

Refrigeration Engineer (Ice Rink)

Filter Operator (Swimming Pools)

ARTICLE II

CHECK-OFF

A. The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer once a month, after such deductions are made.

B. Any written designation to terminate authorization for check-off must be received in writing by the Employer and Union July 1st, and filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

HOLIDAYS

A. The following 12 days shall be recognized as paid holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. General Election (November)
10. Armistice Day
11. Thanksgiving Day
12. Christmas Day

B. If the Mayor and/or Council of the City of Jersey City declare a day off for any other municipal employees in any other bargaining unit, employees in this bargaining unit shall be entitled to such day off as well.

ARTICLE IV

SICK LEAVE, FUNERAL LEAVE AND MILITARY LEAVE

A. The City agrees for the duration of this Contract to continue its current practices for members of the bargaining unit with respect to sick leave, funeral leave and military leave.

B. Any employee called into the armed forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

C. The City agrees to the entitlement of each employee covered under this Agreement to three (3) personal business days in each year of the Agreement.

ARTICLE V

VACATIONS

A. For the duration of this Agreement, the City agrees to continue its current practice with regard to the number of vacation days the employees are entitled to receive and with respect to the scheduling of such paid vacation leave.

B. Part-time refrigeration engineers and filter operators shall receive one vacation day per month of employment with the City.

C. Winter vacation shall be granted to men requesting same so long as scheduling permits.

ARTICLE VI

DISCIPLINE

A. Disciplinary action may be imposed upon any employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance procedure.

B. Whenever practicable, if the Employer has reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

ARTICLE VII
TERMINAL LEAVE

A. 1. Current employees who retire shall receive terminal leave. Such leave shall be computed at the rate of two (2) days for each calendar year of service. Effective January 1, 1974, retiring employees shall receive one (1) additional terminal leave day. Added to such leave, shall be any compensatory time off and vacation time due which is owed to the retiring employee.

2. All employees hired effective January 1, 1974 shall receive terminal leave to be computed on the basis of forty per cent (40%) of their unused sick leave.

B. Compensation for the accrued vacation and terminal leave time, shall be paid at the time of retirement to the employee, unless the employee elects to utilize all accrued terminal leave immediately preceding his retirement.

ARTICLE VIII

SENIORITY

A. Seniority is defined as an employee's total length of service with the employer beginning with his date of hire.

B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of the civil service certification.

C. Seniority lists shall be established in the appropriate work unit.

1. In cases of lay-offs, demotions, determination of vacation schedules and overtime, seniority lists shall be utilized as one factor along with ability to perform and job titles.

ARTICLE IX
MANAGEMENT RIGHTS

- A. Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State Law and all rights enumerated herein.
- B. The Employer hereby retains the right to manage and control its facilities, and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.
- C. The City, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons, to maintain the efficiency of the City operation entrusted to them and determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE X

POLICY ON DISCRIMINATION

A. The Employer and the Union both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality or sex, and the parties further agree that no employee shall be discriminated against or interfered with because of lawful Union activities.

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURE

A. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

1. It shall be discussed with the employee involved and the Union Representatives with the immediate supervisor designated by the City. The answer shall be made within three (3) days by such immediate supervisor, to the Union.

2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union and submitted to, the division head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) days of its submission.

3. If the grievance is not settled by Steps 1 and 2, then the Union shall have the right to submit such grievance to the Director of the department. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) calendar days after submission.

4. If the grievance is not settled through Steps 1, 2 and 3, then the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

5. If the grievance is not settled by Steps 1, 2 and 3,

and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Union shall have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne by the City and the Union equally.

6. The Union President, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

B. Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the City departments.

C. Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

ARTICLE XII

SAFETY AND HEALTH

A. Whenever practicable, the employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices needed in order to insure their safety and health.

B. The City shall specifically purchase protective clothing for cleaning the boilers.

ARTICLE XIII

UNION REPRESENTATIVES

A. The Employer shall recognize and deal with one Union Representative designated by the Union through its internal processes.

ARTICLE XIV
BULLETIN BOARDS

A. Bulletin Board space shall be allowed as available by the Employer at the various work locations for the exclusive use of the Union posting Union announcements and other information of a non-controversial nature. The Employer shall have the right to determine the location and space to be allotted for Union purposes. If it is necessary to add additional Bulletin Boards at any location such expense shall be borne exclusively by the Union.

ARTICLE XV

INSURANCE

A. The insurance in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement.

B. The Employer agrees to provide each employee covered under this Agreement with a life insurance policy in the amount of \$5,000.00 during the employee's employment with the City.

ARTICLE XVI

SALARIES

A. Salaries for employees in this bargaining unit shall be increased in accordance with the following schedule:

January 1, 1977 - \$450

July 1, 1977 - \$450

B. Salaries for per diem employees shall be increased in accordance with the above schedule and shall be reflected as:

| | <u>REF. ENG.</u> | <u>FILTER OPERATOR</u> |
|-----------------|------------------|------------------------|
| January 1, 1977 | \$55.62 | \$38.30 |
| July 1, 1977 | \$57.35 | \$40.03 |

ARTICLE XVII

OPERATING ENGINEERS' TRAINING FUND

A. The City hereby agrees to contribute to the Local 68 Training Program seventy-five (75) cents per week per full time employee member (seasonals not considered full time), such funds to be utilized by the Union to conduct training programs to qualify their membership for higher rated jobs within the City of Jersey City.

ARTICLE XVIII

HOURS OF WORK

A. The regular working hours each day shall be consecutive except for interruptions for luncheon periods.

B. For full time employees, the regular work week shall consist of not more than forty (40) hours in any scheduled five (5) day period.

C. The employee is entitled to one-half ($\frac{1}{2}$) hour lunch per day worked.

C. The City hereby agrees to compensate employees who are unable to leave their work station for lunch at the rate of one-half ($\frac{1}{2}$) hour per day at straight time. This compensation shall be provided only to those employees whose work makes it impossible for them to absent themselves from their work station.

E. The heating season referred to above shall be construed to be between October 6 and March 31.

ARTICLE XIX

GENERAL PROVISIONS

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

B. The Representatives of the Employer and of the Union may, by mutual consent, adopt written memorandums covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memorandums shall not conflict with this Agreement, the latter being the controlling factor should any dispute arise.

C. The benefits provided for in this Agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits will also accrue to those employees hired after the date of signing of this document.

ARTICLE XX

CHANGES, SUPPLEMENTS OR ALTERATIONS

A. Any provision of this Agreement may be changed or supplemented, provided both parties mutually agree in writing.

ARTICLE XXI

LONGEVITY

A. All employees shall receive longevity payments in addition to their base salary as provided below.

B. Longevity payments shall be made in accordance with the following schedule:

| | |
|---|---------|
| After five (5) years of service | \$ 200 |
| After ten (10) years of service | \$ 400 |
| After fifteen (15) years of service | \$ 600 |
| After twenty (20) years of service | \$ 800 |
| After twenty-five (25) years of service | \$1,000 |

ARTICLE XXII

OVERTIME

A. Time and one-half the employee's regular hourly rate of pay shall be paid for:

1. All work performed in excess of the regular work week.

2. All work performed on the holidays as set forth in this agreement.

B. If an employee works on what should be his seventh scheduled work day, he shall receive double time for any time worked that day.

ARTICLE XXIII

DURATION OF AGREEMENT

A. This Agreement shall become effective January 1, 1976 and shall terminate on December 31, 1977. It may be extended by the mutual agreement of the parties if expressed in writing.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68 - 68A

Vincent J. Siskin

BUSINESS MANAGER

Thomas P. Brien

PRESIDENT

Donato Benedetto

RECORDING SECRETARY

Thomas W. Kennedy

BUSINESS REPRESENTATIVE

CITY OF JERSEY CITY,
HUDSON COUNTY, NEW JERSEY

[Signature]

[Signature]